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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION

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Web: www.nhstateparks.org

May 5, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation to enter into a Memorandum of Agreement with the White Mountain Trail Collective of Campton, NH for access to and non-exclusive use of certain trails and areas in Cathedral Ledge State Park effective upon Governor and Executive Council approval through November 1, 2020. No State Funding Required.

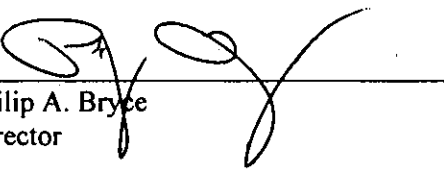
EXPLANATION

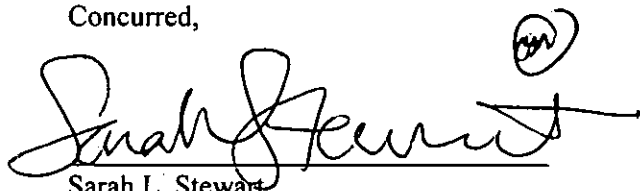
The Memorandum of Agreement (MOA) grants the White Mountain Trail Collective non-exclusive use of certain trails and areas in the Cathedral Ledge State Park (Park) in order to restore climber access trails to achieve the Parties mutual goals of providing stewardship to and enhancing public recreational opportunities at the Park. White Mountain Trail Collective will bear the cost of all the improvement, construction, and maintenance projects while using their own equipment, tools, and materials.

The Attorney General's office has reviewed and approved this MOA as to form, substance and execution.

Respectfully submitted,

Concurred,


Philip A. Bryce
Director


Sarah L. Stewart
Commissioner

PROJECT AGREEMENT
between the
NH DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
and the
WHITE MOUNTAIN TRAIL COLLECTIVE

In accordance with RSA 227-H:9 and 216-A:3, this Memorandum of Agreement ("Agreement") is entered into by and between the State of New Hampshire, Department of Natural and Cultural Resources ("State" and "DNCR"), Division of Parks and Recreation ("DPR") and the **WHITE MOUNTAIN TRAIL COLLECTIVE**, including but not limited to its officers, agents, assigns, employees, members and volunteers ("WMTC" or "Group," collectively), 98 Taylor Drive, Campton, New Hampshire 03223.

Whereas, Cathedral Ledge State Park ("Park"), located in the town of Bartlett, New Hampshire, is owned by the State of New Hampshire and managed through the Division of Parks and Recreation as a state reservation under RSA 227-H:1, and

Whereas, the *Intent* set forth for the Division of Parks and Recreation is established by law under RSA 216-A:1, which states:

"It is the intent of the general court that a comprehensive state park system shall be developed, operated, and maintained to achieve the following purposes in order of the following priority:

- I. To protect and preserve unusual scenic, scientific, historical, recreational, and natural areas within the state.*
- II. To continually provide such additional park areas and facilities as may be necessary to meet the recreational needs of the citizens of all regions of the state.*
- III. To make these areas accessible to the public for recreational, education, scientific, and other uses consistent with their protection and preservation.*
- IV. To encourage and support tourism and related economic activity within the state;"*

Whereas, the Ten-Year Strategic Development And Capital Improvement Plan directs the Division of Parks and Recreation to *"take advantage of innovation and partnerships to increase the quality of stewardship"* and to *"formalize framework(s) of agreements, ... that serves as an improved basis for all park "friends groups", parks affiliates, park operations, and relationships,"* and

Whereas, the White Mountain Trail Collective, is a non-profit organization of volunteers organized *"to work in cooperation with trail clubs, crews and organizations in support of the trail systems in the White Mountains; to maintain an association of persons interested in trail maintenance and preservation; to assist in the development, promotion, and completion of trail services, facilities, and programs; to act as liaison between the community and trail clubs, crews and organizations; and to increase public awareness and stimulate the use and preservation of the trail systems in White Mountains,"* and is registered with the NH Department of Justice, Charitable Trust Division (Regn #31839), and is in "Good Standing" with the Secretary of State's Office (Bus. ID #810771),

Now therefore, the State and the Group (collectively, the "Parties") agree to the following terms:

1. **PURPOSE.** This Agreement grants the Group access to and non-exclusive use of certain trails and areas in the Park, as specifically identified in **Exhibit A: Premises ("Premises")**, to restore climber access trails to achieve the Parties mutual goals of providing stewardship to and enhancing public recreational opportunities at the Park, as more specifically described in **Exhibit B: Annual Work Plan ("AWP")**, submitted by the Group and approved by the State.
2. **TERM.** The term of this Agreement shall be from the date of approval by the Governor and Executive Council through November 1, 2020, unless terminated earlier as provided herein.
3. **PREMISES.** The Group shall be granted "non-exclusive" access to and use of certain Park land and trails, as specified in **Exhibit A: Premises**, which is incorporated herein. Use of and activities upon the Premises shall be in accordance with this Agreement, the provisions of Exhibit A, and the AWP submitted by the Group and approved by the State.
 - 3.1. *Non-exclusive use.* "Non-exclusive" access and use granted herein or through **Exhibit A**, the AWP, Special Use Permit ("SUP") or any other agreement between the Parties, is a privilege for access to and use of said lands and facilities; and does not represent nor imply a real property or other interest in the land and facilities for which the State shall reserve control of and all rights and privileges.

The Group shall not at any time adversely impact the access, use, and enjoyment of the Park, Premises, lands, facilities, and trails by the general public, except as may be granted to the Group herein or through the AWP or other permitting by the State. The Group shall not at any time grant use of the Park to third parties, except as permitted by the State through the AWP or by SUP.

- 3.2. *Sanitation, housekeeping, and grounds.* The Group's activities at the Park shall be conducted in a prudent, good and safe manner. The Premises used by the Group shall be kept in good condition, including but not limited to matters of housekeeping, sanitation, and grounds upkeep, allowing for normal wear and tear as determined by the State. The Group shall promptly report any and all damage to the Premises occasioned by storm, accident, or other such unforeseen events.

The State reserves its right to maintain the facilities and grounds within the Park and the Premises, at its discretion, to protect and maintain park resources. The State shall not be required or compelled to maintain grounds and areas for the benefit or convenience of the Group.

- 3.3. *Condition of Premises.* The Group shall not alter, modify, nor make any improvements to the Premises, whether temporary, cosmetic, or permanent, without prior written approval from the State of the Group's AWP.
 - 3.4. *Personal property.* The State shall not be responsible for the Group's property stored, placed or left on the Premises or within the Park at any time.
 - 3.5. *Inspections.* The State's Field Contact shall inspect the Premises periodically during the project term to ensure that the Premises are in good working order and acceptable condition with respect to the Group's obligations for use and restoration of the Premises, normal wear and tear accepted. The Group shall fulfill, at its sole expense, all

reasonable requests of the State to address any deficiencies found, as a result of their activities or unmet obligations. Any deficiencies found shall be documented by the State's Field Contact, with copies sent to the Group, the Division's Supervisor of Park Operations and the Volunteer Coordinator.

The State reserves its right to restrict or close the Park and/or Premises, including but not limited to lands, facilities, or trails to public use and/or access, pursuant to Res 7300, or for other State activities, including but not limited to timber operations.

4. **MEETINGS.** The Parties shall meet as needed, specifically to discuss the Group's AWP. Subsequent meetings shall be held when deemed necessary by the State or the Group, at a place and time to be mutually agreed upon for the purpose of discussing operational and construction issues, official requests by the Group to the State, and other pertinent business which may arise.
5. **ANNUAL WORK PLAN AND REPORT.** The Group shall provide to the State, through the State's Field Contact, its written Annual Work Plan and report ("AWP") that shall outline the Group's proposed activities, events and operations at the Park and upon the Premises for the project term. Unless specified in Exhibit B, the initial AWP shall be due 60-days upon signing of this Agreement. The AWP shall include, but is not limited to the components outlined in **Exhibit B: Annual Work Plan**, which is incorporated herein.
 - 5.1. *State Approval.* The State shall review the AWP and shall, within 30 days, either approve the plan or request revision and resubmission of the AWP for final approval by the State. The revised AWP shall be due to the State within 30 days following the State's request for revision, so as to allow the Group to address specific comments or objections made by the State. The State reserves the right to reject any part of a proposed activity or scope of work, but shall provide the basis of its final decision in writing.
 - 5.2. *Personnel.* The Group shall at its own expense provide all personnel, subcontractors and volunteers necessary to perform the activities and obligations under this Agreement. The Group warrants that all personnel, subcontractors and volunteers engaged in the performance of this Agreement shall be qualified to perform the duties and activities, and shall be properly Agreementd and otherwise authorized to do so under all applicable laws. The Group shall comply with any additional or specialized training required by the State, as specified in the AWP, SUP, or any other agreement between the Parties.
6. **FEES.** The Parties shall agree to the following provisions concerning fees, donations, and the financial capacity of the Group, associated with the Group's activities within or use of the Park.
 - 6.1. *Donations.* The Group is permitted to solicit and receive donations onsite on behalf of and for use in the Park, as specified in the AWP. Third party donations shall not constitute a claim or interest within the Park. The Group shall notify the donor(s) of this policy in writing.
 - 6.2. *Fees charged to third parties.* All fees charged to third parties by the Group for activities within or use of the Park shall be specified in the AWP or by separate SUP, and approved by the State. Fees charged to third parties by the Group shall not grant

privileges not normally afforded to the general public, without the prior written consent of the State.

6.3. *Use of revenue.* The Group shall use the fees, donations, and revenue collected from its events and activities within and/or associated with the Park to support the mutual goals of the Parties at the Park, which shall be incorporated into the AWP.

7. **GROUP-SPONSORED IMPROVEMENTS, CONSTRUCTION, AND MAINTENANCE.** The Group may only undertake or subcontract improvements, construction, and/or maintenance at the Park as approved by the State in the AWP, or with the expressed written permission of the State's Field Contact and notification of the Director in response to an unforeseen emergency situation. Recreational trails shall be maintained or constructed in accordance with guidelines provided by the State.

7.1. *Cost of projects.* The Group shall bear the cost of all Group-sponsored improvements, construction, and maintenance projects while using its own equipment, tools, and materials, or subcontracting such State-approved work; and shall ensure that such work is done in a good and workmanlike manner and in compliance with all applicable laws, regulations, and building codes. The State may, at its sole discretion, support Group activities through the cost-sharing of projects and support of State staff, as budgets and project plans allow.

7.2. *Sections 6(f) and 106 Regulatory Reviews.* The State agrees to facilitate the necessary review process under Section 6(f) of the Land and Water Conservation Fund program and Section 106 of the National Historic Preservation Act, if such reviews are applicable to a Group project. The Group agrees to hire and finance an archeologist, biologist, and any other consultant, if required for compliance with Sections 6(f) and 106. The Group agrees that no work shall begin until all applicable regulatory approvals have been obtained.

7.3. *Permits, licensing and approvals.* The Group shall procure, at its sole expense, all necessary federal, state, municipal and any other applicable granting authority the necessary permits, Agreements and approvals required in connection with the activities and operations described herein and under an approved AWP, SUP, or any other agreement between the parties.

7.4. *Title to Group Improvements.* Any and all structural improvements, whether temporary, fixed or permanently installed at the Park, shall be inventoried in the AWP, in accordance with the inventory requirements specified in **Exhibit B**.

Any and all structural improvements fixed or permanently installed at the Park by the Group or its subcontractors, shall vest, free and clear and without cost, to the State upon project completion, unless the State, at its sole discretion, requires such improvements and/or installations be removed by the Group. It shall be notated in the AWP what structures are temporary and what structures are permanent, as approved by the State. Should the State require such improvements and/or installations to be removed by the Group, the Group shall, at its expense, remove such improvements and installations within 30 days of the request or as arranged by mutual agreement, and shall restore the

Park and Premises to its original condition as it was prior to the execution of this Agreement, reasonable wear and tear excepted.

All temporary improvements or structures built or installed by the Group that can be removed from the Park and Premises with no adverse or permanent impact to the site or original structure and with the site or original structure being restored to its original condition before such temporary improvement or construction occurred, as determined by the State, shall remain the personal property of the Group. The Group shall remove such temporary improvements or structures within 30 days prior to the termination of this Agreement or as arranged by mutual agreement, and shall restore the Park and Premises to its original condition, reasonable wear and tear excepted.

The decision of the DNCR Commissioner relative to whether an improvement or structure built or installed is deemed fixed or permanent or temporary shall be final and conclusive to this matter.

- 7.5. Interests, Rights, and Obligations Reserved.* The Group shall have no authority to bind, obligate, or restrict the State in any way or at any time for any reason, including but not limited to any and all obligations, conditions, restrictions, regulation, or stipulations of any grant funding, donations, subcontracts, agreements or permits obtained or executed by or that may arise out of the Group in its performance of its activities and operations described herein. Third party grants, donations or other contributions or material support shall not constitute a claim or interest within the Premises.
8. **SIGNS AND ADVERTISING.** All signs, promotions and advertising matters, on site or associated with the Park, shall be in good taste and approved in the AWP. The State reserves the right to prohibit any such materials or promotion. The Group shall have an affirmative obligation to recognize and promote the partnership between the Parties on their website, published materials and external communications.
9. **SPECIAL USE PERMITS.** Special Use Permits are required to grant the Group permission to hold special events and programs, and to reserve facilities or areas of the Park, not covered in the approved AWP. The Group shall apply for a Special Use Permit through the State's Field Contact, pursuant to the requirements of Res 7400: Reserved and Privileged Use of the Department Lands, Facilities and Resources, including all associated fees.
10. **RISK OF LOSS, DAMAGE, OR DESTRUCTION.** Use of and access to all property of every kind by the Group shall be at the sole risk of the Group. The State of New Hampshire and the DNCR shall not be liable to the Group or any other person for any injury, loss, damage, or inconvenience occasioned by any cause whatsoever to said property, including, but not limited to, any loss of income for any function, program or contract that may not take place for whatever reason due to an emergency or unforeseeable situation, or due to interruptions or loss of utilities or property.

The Group shall report to the State within 24-hours of any and all damages of State-owned real and personal property resulting from the Group's, its subcontractors, or any and all affiliates, use of such property. The Group shall restore, repair, or reimburse the State for any necessary repair or replacement of such property.

In the event that the facilities or trails, or any part thereof during said term, be destroyed or damaged by fire, flood, storm, or other casualty so that the same shall be thereby rendered unfit for the purposes of the Group, the Group may terminate this Agreement at its option.

In any event, the State shall not be obligated to rebuild or replace any facility or trail, wholly or substantially destroyed by fire, flood, storm, or other casualty. The State of New Hampshire and the DNCR shall not be liable to the Group for any loss, damage, or inconvenience occasioned by any cause whatsoever to the Group's revenues, operations, activities or programs.

11. **VOLUNTEER INDEMNIFICATION.** The Group acknowledges and agrees that it and its volunteers are subject to RSA 508:17, whereby certain protections are granted to persons who are volunteers of a nonprofit organization. The Group acknowledges and agrees that it and its volunteers are not subject to RSA 216-A:3-h, whereby certain protections are granted to individual volunteers of the DNCR.

The Group acknowledges and agrees that it, including but not limited to its officers, agents, assigns, employees, members, volunteers and contractors, are not employees of the State of New Hampshire, and therefore not entitled to certain benefits provided to State of New Hampshire employees, including, but not limited to workers' compensation coverage.

The Group shall be solely responsible and liable for its officers, staff, members, volunteers, subcontractors, guests, and its operations, programs, and all other associated activities conducted on the Premises and within the Park.

12. **SUPPORT FOR STATE ACTIONS.** The Group hereby acknowledges that the Park is managed by the State for a broad range of public purposes and the Group hereby agrees to support the State's management of the Park in good faith and also agrees that the rights and privileges granted herein shall not be used as a basis to oppose the State's sovereign privileges, management actions, and decisions taken in the interests of the property, the state forests, and the state park system.

13. **FINAL AUTHORITY.** The Group shall comply with all reasonable requests of the State and his/her agents, and all obligations incorporated in an approved AWP, SUP, or any other agreement between the Parties (for purposes of this part, collectively the "Agreements"). The Group recognizes that they assist the State in the State's mission and duties, and do not have any supervisory or authoritative role or relationship over any of the State's officers, employees, staff, or agents, or volunteers serving under the State separately from the Group.

The decision of the DPR Director relative to the proper execution and performance of the obligations of the Agreements shall be final and conclusive as to each matter not covered in the Agreements, and questions that may arise in connection with the privileges granted, and also as to each matter which is not clearly covered in the Agreements. The Group may reserve its right to appeal to the DNCR Commissioner relative to a decision of the DPR Director, pursuant to Res 200: Rules of Practice and Procedure.

14. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and any AWP, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the activities under this Agreement immediately upon giving the Group notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to Group in the event funds earmarked under this Agreement are reduced or unavailable.

15. **COMPLIANCE WITH LAWS AND REGULATIONS.** The Group shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Group, including, but not limited to, civil rights and equal employment opportunity laws.

15.1. The Group shall also comply with the applicable policies, regulations, and applicable administrative rules of the DNCR.

15.2. The Group agrees to permit the State access to any of the Group's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

15.3. Confidentiality of data, including but not limited to studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished, shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

16. **WAIVER OF DEFAULT.** No failure by the State to enforce any provisions hereof shall be deemed a waiver of its rights with regard to that event of default, or any subsequent event of default. No express failure to enforce any event of default shall be

deemed a waiver of the right of the State of New Hampshire to enforce each and all of the provisions hereof upon any further or other event of default on the part of the Group.

17. **TERMINATION.**

17.1. This Agreement shall be subject to cancellation by the Group, regardless of grounds therefore, by giving the State sixty (30) days written notice of cancellation.

17.2. This Agreement shall be subject to cancellation by the State, in the event of the failure of the Group to perform, keep and observe any of the conditions of the Agreement and the failure of the Group to correct the default or breach within a time specified by the DNCR Commissioner, by giving the Group thirty (30) days written notice of cancellation.

18. **RELATION TO THE STATE.** In the performance of this Agreement, the Group is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Group nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

19. **ASSIGNMENT / SUBCONTRACTS.** The Group shall not assign, or otherwise transfer any interest in this Agreement. None of the activities or work permitted under this Agreement and/or AWP shall be subcontracted by the Group without the prior written notice and consent of the State. The State is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

20. **INDEMNIFICATION AND SOVEREIGN IMMUNITY.**

20.1. Unless otherwise exempted by law, the Group shall indemnify and hold harmless the State, its officers and employees from and against any and all losses suffered by the State of New Hampshire, its officers, employees and agents, and any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of):

20.1.1. The acts or omission of the Group, or its agents, subcontractors, volunteers, or invitees, including but not limited to the

negligence, recklessness or intentional conduct occurring on the Property in conjunction with the Group's activities under this Agreement; or

20.1.2. Anything owned or controlled or operated by the Group, its agents, subcontractors, volunteers, or invitees and used on the Property in connection with the Group's activities under this Agreement.

20.1.3. The State shall not be liable for any costs incurred by the Group arising under this paragraph.

20.2. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

21. INSURANCE.

21.1. *General Liability Insurance.* The Group shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess, which insurance shall be extended to cover the State of New Hampshire - Dept. of Natural and Cultural Resources as additionally insured in respect to the foregoing indemnification.

21.2. *Workers' Compensation Insurance.* By signing this Agreement, the Group agrees, certifies and warrants that the Group is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation"). To the extent the Group is subject to the requirements of N.H. RSA chapter 281-A, the Group shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Group shall furnish the State proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation

premiums or for any other claim or benefit for the Group, or any subcontractor or employee of the Group, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the activities under this Agreement.

21.3. *Standard Form.* All policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the NH Department of Insurance, and issued by insurers Agreementd in the State of New Hampshire. The Group shall furnish the Department with a certificate(s) of insurance for all insurance required under this Agreement, including certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificates of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Failure to comply may cause a delay in the Group's use of the Premises and/or operations at the Property, and shall be considered a material breach of this Agreement.

22. *AMENDMENT.* This Agreement may be amended, waived or discharged only by an instrument in writing signed by both parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

23. *CHOICE OF LAW.* This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in the Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

24. *THIRD PARTIES.* The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

25. *HEADINGS.* The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation,

construction or meaning of the provisions of this Agreement.

26. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect. It is the sole responsibility of the Group's leadership to communicate and provide the expectations and requirements within this Agreement to their membership.

27. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the Parties, and supersedes all prior agreements and understandings relating hereto. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provision hereof. It is the sole responsibility of the Group's leadership to communicate and provide the expectations and requirements within this Agreement to their membership.

28. FIELD CONTACTS. In matters pertaining to field operations, the following persons, or their subsequent replacements, shall represent their respective agencies. The State's field contact may be invited to attend all regular meetings of the Group, and shall by written request be given access to all minutes, reports, and financial information associated with the Park that are distributed to the Group's board and members.

WHITE MOUNTAIN TRAIL COLLECTIVE

Melanie Luce, Executive Director
P: 603-733-8885
E: melanie.luce@wmtrailcollective.org

STATE FIELD CONTACT

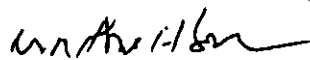
Erik Nelson, Assist. Central Region Supv.
P: 603-724-4497

E: erik.nelson@dncr.nh.gov
VOLUNTEER COORDINATOR

Jesse Creedy Powers,
Volunteer Coordinator
P: 603-271-3056
E: jesse.creedypowers@dncr.nh.gov

IN WITNESS WHEREOF, the Parties hereto have set their hands the date herein named.

WHITE MOUNTAIN TRAIL COLLECTIVE



Witness

April 27th, 2020

Date

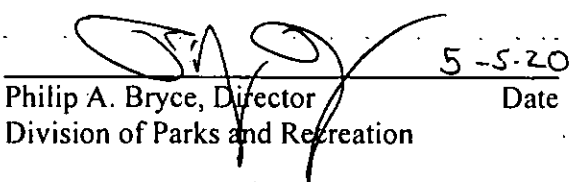


Melanie Luce, Executive Director
Duly Authorized

April 27th, 2020

Date

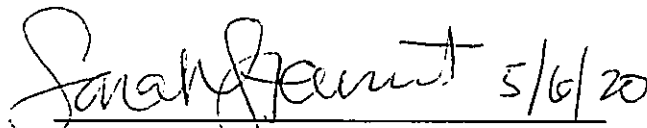
**STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES**


Philip A. Bryce, Director
Division of Parks and Recreation

Date

5-5-20


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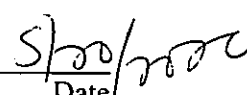

Sarah L. Stewart
Dept. of Natural and Cultural Resources

Date

5/6/20

Approved as to form, substance and execution:



Attorney General's Office Date 

PAB/050720





WMTC Agreement - Exhibit A, Premises

DIVISION OF PARKS AND RECREATION

Project #: _____



CATHEDRAL LEDGE

-  Proposed Climbing Trails
 Existing Climbing Trails
 Singletrack Mtb Trails
 Streams



White Mountain Trail Collective works tirelessly to protect and maintain trails in the White Mountains as well as preserve the historic legacy left by decades of trail stewards ensuring that this unique and rich landscape is enjoyed for generations to come.

0 300 700 Feet

Map produced by Zolt Storchow, Southern Planning & Design, January 2020



NH Department of Natural and Cultural Resources

Volunteer Program

172 Pembroke Road

Concord, NH 03301

T: 603-271-3556

jesse.creedypowers@dncr.nh.gov

Email completed Annual Work Plan (as word document) to email address above.



Exhibit B: Annual Work Plan ("AWP") Directions

As stipulated in your Group's Volunteer Agreement with the State, each Volunteer Group shall submit an Annual Work Plan and Report (AWP) to DPCR. The purpose of your Group's AWP is to summarize your Group's accomplishments over the past year, and to propose what you would like to achieve in the upcoming year. The AWP is meant to get your group thinking ahead to the future, and to streamline the approval process for any proposed construction, operations, events, or activities, in the upcoming year.

DPCR shall review your Group's AWP and shall, within 30 days, either approve the plan or request revision and resubmission of the AWP for final approval by DPCR. DPCR reserves the right to change and/or reject any part of a proposed activity or scope of work.

When completing your AWP, if a category does not apply to your Group, please answer N/A. Send completed AWP's to the Volunteer Program Manager as a **word document**.

All AWP's are **due February 1st** at the latest, unless otherwise stipulated in your Group Agreement. Group's wishing to get approval for winter operations should submit their AWP's by or **before October 1st**.

If you have questions, or would like help filling out your AWP, please email Jesse Creedy Powers. You can set up a time to meet in person, or talk over the phone, by emailing her at jesse.creedypowers@dncr.nh.gov, or calling 603-271-3056.

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A-7 Signatures

A-1 Past Year Summary

The purpose of this section is for your Group to summarize your accomplishments from the past year. By summarizing what your Group has accomplished throughout the year, it helps our staff and law makers to understand the value that volunteers bring to the State of New Hampshire.

1. Summary of projects from the past year (if applicable): Refer back to Section A-3 in your previous AWP for sections a) through c) to see which projects you were able to complete, which projects are in the process of being completed, and which projects have not been started yet. For section d) list any projects that were approved outside your AWP and through other documented means. Include a brief description for each project that includes: any contracted labor, total value of contracted work, list and value of any purchased or donated equipment and materials, any other relevant information.

a) Projects approved in previous AWP, and completed:

b) Projects approved in previous AWP, and in process:

c) Projects approved in previous AWP, but not started:

d) Projects approved outside of AWP, and the status for each:

2. Summary of general maintenance from the past year: Summarize the general maintenance activities your Group was able to accomplish this past year. These types of activities are outlined in the Description of Volunteer Service section of your Group's Volunteer Agreement. Your Group is permitted to carry out the tasks outlined in this section, in coordination with your Site Supervisor. All Groups must periodically submit a Volunteer Work Report, or a summary of work done on DNCR properties, to the Volunteer Program Manager. If your Group has submitted all Volunteer Work Reports for the year, and you'd like help summarizing those Work Reports, contact the Volunteer Program Manager.

3. Summary of program, event, or fundraiser from the previous year (if applicable): Include a brief description for each that includes: the name and date of the program/event/fundraiser, how many people attended, any fees or donations collected, financial report of how income from the event was used (if applicable), any associated partnerships or sponsorships.

4. Total number of volunteer hours, on DNCR property, from the previous year:

5. Any other notable achievements, including the recognition of individuals, volunteer efforts, or sponsors from the previous year:

A-2 Operations for the Upcoming Year

Summarize your Group's operations, related to DNCR properties, for the upcoming year.

1. Overview of your Group operations: Include the mission of your organization, the DNCR properties you work in, and any relevant trails, buildings, or facilities that are related to your Group's operations.

2. Schedule of meetings for the upcoming year: Include dates, times, and locations if known.

3. Winter grooming operations (if applicable): All winter grooming must follow the 'Best Management Practices for Winter Grooming on Non-Motorized Trails' provided to the Group by the Volunteer Program Manager. DNCR will review all proposed trails and indicate in the AWP whether each trail is 'approved to be groomed,' or 'conceptually approved but no grooming will be done until further review is completed and DNCR

written approval is given.' The Department reserves the right to establish fees, at any time, for access to and use of any state park area, including trails. Approval for each trail, even if it was previously approved through an AWP, must be continually given each year by the Department. Approved grooming trails shall be open to the general public for winter use. No signs limiting the use of a groomed trail shall be permitted. The Department and Site Supervisors may at any time and at their discretion, deny or revoke a portion of or entirely the Group's request to perform winter grooming operations.

a) List all non-motorized trails your Group would like to groom: Beside each trail name, include whether the trail was 'previously approved to be groomed through AWP', or whether it is a 'new proposal.' Approval for each trail, even if it was previously approved through an AWP, must be continually given each year by the Department. All newly proposed trails must go through a review process to be coordinated with the Volunteer Program Manager and/or Site Supervisor.

b) List all Groomer Operators: If your Group wishes to add a Groomer Operator mid-year that is not listed in this section of your AWP, you can request to amend your AWP by emailing the Volunteer Program Manager with the full name of the Groomer Operator. The State reserves the right to either approve or deny the request.

c) List all OHRV, snowmobiles, and drag/trail setting equipment that will be used to groom and provide a copy of a completed Trails Maintenance Vehicle registration for each vehicle: Each OHRV or snowmobile used by the Group to groom must be registered as a Trails Maintenance Vehicle with New Hampshire Fish and Game Department. When completing the application, check off the box for Cross Country Ski Trails. A copy of each completed Trails Maintenance Vehicle registration shall be provided to DNCR in the AWP, or before the start of each grooming season.

d) The Group shall hold general liability insurance that covers all grooming activities and any vehicle used to groom on DNCR land and will provide a Certificate of Insurance, and an endorsement page (if applicable), in section A-5:1: As outlined in the Best Management Practices for Winter Grooming on Non-Motorized Trails, the Group must provide a Certificate of Insurance that identifies the State as a Certificate Holder; and an endorsement page, if applicable.

4. List any individual, including those approved previously, requesting to operate a chainsaw on

Department land (if applicable): Approval to operate a chainsaw on State land, even if it was previously approved through an AWP, must be continually given each year by the Department. Any volunteer individual, within a Group, authorized to operate a chainsaw on DNCR land agrees to adhere to the Department's Chainsaw Policy #14 provided to the Group by the Volunteer Program Manager. Volunteers are not permitted to do any cutting that exceeds the definition of "basic sawyer" as outlined within the Policy. Volunteers are expected to provide their own equipment, materials/supplies/tools, and Personal Protective Equipment (PPEs) that meet the requirements outlined in the policy. The Department will not be responsible for any damages to the equipment while being used on State property. All volunteers are expected to notify the Site Supervisor in advance of any chainsaw use and include their planned arrival time, their expected time of returning to their vehicle, what trails or routes are included, who is with you, and what the cutting plans or needs are for the day. Before operating a chainsaw on DNCR property, the Site Supervisor will need to check your PPEs to ensure that they are in safe and acceptable condition. Each individual requesting to operate a chainsaw, must include a copy of their certification from a DNCR led course, or other approved training program, in the Group's AWP. If an individual's certification is valid and already on file with the Volunteer Program Manager, denote that next to their name. If your Group wishes to request additional individuals to be approved to operate a chainsaw, and they are not listed in this section of your AWP, you can request to amend your AWP by emailing the Volunteer Program Manager. In your email, include the full name of the individual and a copy of their chainsaw certification from a DNCR led course, or other approved training program. The Department and Site Supervisors may at any time and at their discretion, deny or revoke the Group's request to allow a volunteer to operate a chainsaw.

5. Group roster: Include a list of members regularly working or volunteering on DNCR property/properties, a list of board members, and the names of members who are assigned keys to the State Reservation, Premises and/or facility. In order for all members of your Group to be in compliance with RSA 508:17 and under an agreement with

the State, each individual must be listed in your Group's roster. The Group will update the roster of members who are volunteering on DNCR property throughout the year by emailing the Volunteer Program Manager with the full name(s) of any new member(s) and the names of those who are no longer members. The Department reserves the right and at its discretion, to either approve or deny the Group's request to add any new volunteer.

6. Grants and sponsorship initiatives for the upcoming year: Any proposed grants or outside funding/donations, shall not bind, obligate, or restrict the State in any way.

7. Any marketing, advertising, promotional activities, and initiatives, related to the use of DNCR properties, including event materials and recognition of the Division as a partner: Any promotional materials not included in AWP, must be submitted to the Volunteer Program Manager for approval. Any and all promotional materials shall recognize the Division as a partner and shall, if applicable, identify the State Reservation by name.

8. Proposed collaborative activities with sponsors, partners, and other parties for the upcoming year:

A-3 New Projects

The purpose of this section is to propose improvement projects, construction, and maintenance activities that are beyond what is outlined in your Group's Volunteer Agreement. Only list projects you hope to start or complete in the upcoming year. DNCR will review all new project proposals and indicate in the AWP whether the project is: 'approved and to be completed at the convenience of the Group with communication with the Site Supervisor,' or 'conceptually approved but no work will be done until further review is completed and DNCR written approval is given.' Examples of projects that may need further review include: vegetation management, new construction, major repair, landscape changes, and the repair or restoration of buildings.

1. New project proposals: Be as descriptive as possible when outlining your new project proposals. Include the purpose of the project and information such as maps, location information, and how this project will help to support or benefit the mission of the Department. Note whether the proposed project is related to an existing MOA or Agreement with DNCR. List any and all structural improvements.

2. Requested closures of DNCR lands, facilities, or trails: Any and all requested restriction or closures of DNCR lands, facilities, or trails to the general public that may be necessary to accomplish or complete Group projects in the upcoming year.

A-4 Programs, Events, & Fundraisers

Detail your planned programs, events, and fundraisers on DNCR land for the upcoming year. DNCR will review all proposed programs, events, and fundraisers included in the AWP and indicate for each whether the activity: 'shall not require additional permitting from the State,' or 'shall require a separate Special Use Permit.' Please note that even if your activity does not require additional permitting from the State, the Group may still be required to show proof of insurance that covers each activity.

Special Use Permits ("SUP") may be required for any special use or commercial use of a DNCR land, facility or resource, in accordance with Res 7403.01. Groups required to fill out a SUP shall pay an annual one-time \$100.00 administrative fee payable to the "Treasurer, State of New Hampshire." This fee shall cover all preapproved programs, events, and fundraisers for the year that require a SUP and are scheduled in advance through the AWP.

Any program, event, or fundraiser held by the Group that is not included in the AWP, must be reviewed for approval by the Department and may require a SUP and any associated SUP program policies, procedures, fees, and requirements. The State reserves the right to either approve or deny the request.

1. Provide a detailed description of all programs, events, and fundraisers requested to be held on Department land in the upcoming year: Include actual dates and times (including set-up/clean-up), a detailed description of any activity held on DNCR land, any fees/admission/rates/prices/donation requests/other charges, advertising marketing materials, who the target audience is (i.e. general public, children, etc.), special considerations (i.e. park staff assistance, onsite emergency services, sanitation services, traffic control, electricity, will tents be erected, is food being served, is that food complimentary etc.), any 3rd party vendors, and how the gross revenue from the event will be used. Please note that if a program, event, or fundraiser is not covered under the Group's general liability insurance policy, the Group may be required to secure additional event insurance for the date(s) of the activity.

A-5 Agreement Requirements

Your Group's Agreement can be for a duration of up to 3 years. Each year, as required through your Group's Volunteer Agreement, you are required to submit the following documentation and information in your AWP.

1. Proof of insurance: As required in your Group Agreement, your Group is required to carry and maintain general liability insurance that identifies the State of New Hampshire, Department of Natural and Cultural Resource, Division of Parks and Recreation, 172 Pembroke Road, Concord NH, as a Certificate Holder and additionally insured. The Group is responsible for confirming that their insurance policy covers all of the Group's activities on Department land by providing an endorsement page, if applicable. If any activity is not covered under the Group's insurance, the Group may need to secure additional insurance for that activity.

In order to be approved to groom non-motorized trails, proof of general liability insurance must be provided that covers all grooming activities and any vehicle used to groom, including any OHRV and snowmobile, if applicable.

2. Signage requiring State approval: Any signage posted on State land will need written approval from DNCR, and must be consistent with State Park branding. Include any relevant maps, pictures, blazing, etc. of proposed signage.

3. Organizational status: Provide documentation to show that your Group is in "Good Standing" with the Secretary of State's Corporate Division. If applicable, provide documentation that your Group is a registered charity with the Attorney General's Charitable Trusts Unit.

A-6 Financial Reports

The Group shall submit a financial report of its business occurring at or associated with DNCR properties.

1. Provide an Income and Expense Report, and a Balance Sheet, of all operations from the prior year: The following documentation will suffice: a copy of the Group's Annual Report that is provided to the Secretary of State's Corporate Division, or the Group's most recent Treasurer's Report.

2. If collecting fees on behalf of DNCR, an accounting of any fees due to DNCR, as stipulated in the Agreement (if applicable):

[Signature sheet attached]

A-7 Signatures

Date Received from Group:

In signing this Annual Work Plan, our Group agrees to follow DNCR guidelines and policies for activities approved in this Annual Work Plan. As the Group Leader, and on behalf of the Group, we acknowledge and agree to the terms and conditions contained herein.

Melanie Luce



Verified by PDF Filler
04/27/2020

Group Leader's Signature

Melanie Luce

Group Leader's Name

April 27th 2020

Date

The following DNCR staff have reviewed and support the information, projects, and permissions as provided, specific to the organization and the specified property or properties.

Regional Operations Supervisor, NH Division of Parks and Recreation

Date

Regional Forester, NH Division of Forests and Lands

Date

Administrator of Forest Management, NH Division of Forests and Lands

Date

Operations Supervisor, NH Division of Parks and Recreation

Date

Under authority granted in NH RSA 216-A:3 and RSA 227-H:9, the Department of Natural and Cultural Resources grants permission for use of the reservation as outlined and under the purpose and specific conditions as indicated above.

Philip A. Bryce, Director, NH Division of Parks and Recreation

Date

Brad W. Simpkins, Director, NH Division of Forests and Lands

Date

State of New Hampshire

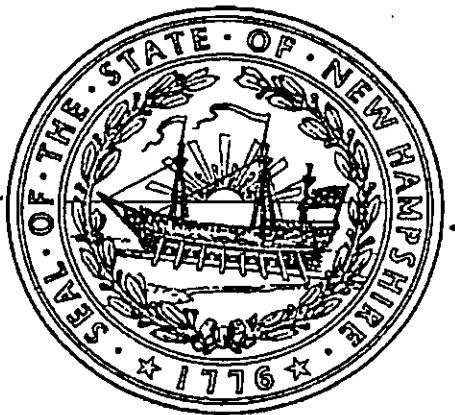
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WHITE MOUNTAIN TRAIL COLLECTIVE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 16, 2019. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 810771

Certificate Number: 0004825237



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of April A.D. 2020.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Certificate of Authority - White Mountain Trail Collective

(Corporation, Non-profit Corporation)

Corporate Bylaws

I, Matthew Smith, hereby certify that I am duly elected Clerk/Secretary/Officer
(Name)
of White Mountain Trail Collective. I hereby certify the following is a true copy of the current
(Name of Corporation)
Bylaws or Articles of Incorporation of Corporation and that the Bylaws or Articles of
Incorporation authorize the following officers or positions to bind the Corporation for contractual
obligations Executive Director.
(List officer titles or position)

I further certify that the following individuals currently hold the office or positions
authorized: Melanie Luce.
(List individuals holding positions authorized)

I hereby certify that it is understood that the State of New Hampshire will rely on this
certificate as evidence the person listed above currently occupies the position indicated and they
have full authority to bind the corporation. This authority shall remain valid for thirty (30)
days from the date of this certificate.

DATED: 4/21/20

ATTEST: [Signature]

(Name & Title)

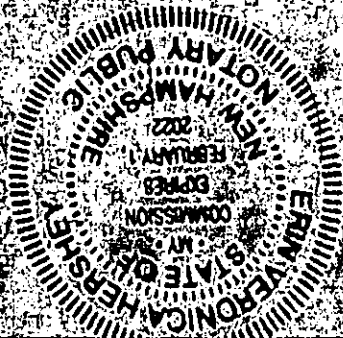
STATE OF NH
COUNTY OF GRAFTON

On the 21 day of April, before me Erin Hershley the undersigned officer personally
appeared Matthew Smith known to me or satisfactorily proven to be the person whose name is
subscribed to the within instrument and acknowledged that he/she executed the same for purposes therein
contained. In witness whereof, I hereunto set my hand and official seal.

Justice of the Peace / Notary Public

My Commission Expires

February 11, 2022





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance United, Inc. dba Conservation United PO Box 759 Higley AZ 85236		CONTACT NAME: Kelly Cassidy PHONE (A/C, No, Ext): (844) 559-8336 FAX (A/C, No): (602) 388-8110 E-MAIL ADDRESS: kelly@insuranceunited.com	
INSURED White Mountain Trail Collective 68 Taylor Road Campton NH 03223		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 18058	

COVERAGES

CERTIFICATE NUMBER: CL1912501364

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PHPK2067968	11/19/2019	11/19/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 Sexual Abuse Cov \$ 50,000			
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PHPK2067968	11/19/2019	11/19/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$									EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below									Y/N Y N/A

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

State of New Hampshire, NH Department of Natural and Cultural Resources Division of Parks and Recreation are additional insureds when agreed by written contract.

CERTIFICATE HOLDER**CANCELLATION**State of New Hampshire NH Department of Natural and Cultural
172 Pembroke Rd

Concord

NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE